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Order Filed on January 11, 2022  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY


In re:	Chapter 13
Girvish Phelps,	Case No. 19-16308-ABA
	Hearing Date: January 11, 2022 at 10:00 a.m.
Debtor.	Judge: Andrew B. Altenburg Jr.

**ORDER VACATING AUTOMATIC STAY AND CO-DEBTOR STAY**

The relief set forth on the following pages, number two (2) through two (2) is hereby

**ORDERED**

**DATED: January 11, 2022**

  
Honorable Andrew B. Altenburg, Jr.  
United States Bankruptcy Court

Debtor: Girvish Phelps  
Case No.: 19-16308-  
Caption of Order: **ORDER VACATING AUTOMATIC STAY AND CO-DEBTOR STAY**

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THIS MATTER having been opened to the Court upon the motion of NewRez LLC d/b/a Shellpoint Mortgage Servicing as the Servicer for The Bank of New York Mellon f/k/a The Bank of New York as Trustee for the Certificateholders of the CWABS Inc., Asset-Backed Certificates, Series, 2005-12 ("Movant") for an Order vacating the automatic stay in effect pursuant to [11 U.S.C. § 362\(a\)](#) and the co-debtor stay in effect pursuant to [11 U.S.C. § 1301\(c\)](#), and for good cause shown for the entry of this Order, it is hereby ordered that:

1. The automatic stay be and co-debtor stay hereby vacated under [11 U.S.C. § 362\(d\)](#), to permit Movant, to institute or resume a mortgage foreclosure action in the Superior Court of New Jersey in order to pursue its rights in real property located at 2 Tanglewood Court, Clayton, NJ 08312;
2. Movant may join as defendants in said foreclosure action the Debtor and/or any trustee appointed in this case, irrespective of whether the Debtor's case converts to any other chapter of the Bankruptcy Code;
3. Movant may pursue any and all loss mitigation options with respect to the Debtor or the real property described above, including but not limited to repayment agreement, loan modification, short sale or deed-in-lieu of foreclosure;
4. Movant shall no longer be responsible to serve Notices of Payment Change and/or Notices of Post-Petition Fees, Expenses and Charges to the Debtor as required by [F.R.B.P. 3002.1\(b\)](#) and [\(c\)](#).